

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: _____

Meeting Type: Regular

Meeting Date: Dec 3, 2015

Action Requested By: Fire and Rescue

Agenda Type: Resolution

Subject Matter:

Approval of Agreement

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement between the City of Huntsville and Huntsville Emergency Medical Services, Inc. (HEMSI) regarding Advanced Life Support Service Protocols.

Note: If amendment, Please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

This agreement will provide protocols for HFR and HEMS when responding to Technical Rescue and Hazardous Materials Incidents for the administration of certain pharmaceuticals and other medical supplies.

Associated Cost: Not Applicable

Budgeted Item: Not Applicable

MAYOR RECOMMENDS OR CONCURS: Yes

Department Head: 

Date: Nov 19, 2015

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Fire and Rescue

Council Meeting Date: 12/3/2015

Department Contact: Lesley Easter

Phone # 256-427-5053

Contract or Agreement: Agreement

Document Name: HEMSI ALS MOU

City Obligation Amount: NA

Total Project Budget: NA

Uncommitted Account Balance: NA

Account Number: NA

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating	<i>BW McFarley</i>	<i>11-20-15</i>
2) Legal	<i>Mary Cates</i>	<i>11-30-15</i>
3) Finance <i>CC</i>		
4) Originating	<i>BW McFarley</i>	<i>11-20-15</i>
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15- _____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor is hereby authorized to enter into an Agreement, by and between the City of Huntsville, a municipal corporation in the State of Alabama and Huntsville Emergency Medical Service Inc. (HEMSI), which said Agreement is attached hereto and identified as "Memorandum of Understanding between the City of Huntsville and Huntsville Emergency Medical Service Inc. (HEMSI) regarding Advanced Life Support Service Protocols" consisting of three (3) pages and the date of December 3rd, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 3rd day of December 2015.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 3rd day of December 2015.

Mayor of the City of Huntsville,
Alabama

“Agreement between the City of Huntsville and Huntsville Emergency Medical Services Inc. (HEMSI) regarding Advanced Life Support Service Protocols.”

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is entered into this _____ day of _____, 2015 by and between the City of Huntsville (hereinafter the “City”), a municipal corporation in the State of Alabama and Huntsville Emergency Medical Services, Inc. (hereinafter “HEMSI”), a non-profit corporation incorporated in the State of Alabama.

1.0 INTRODUCTION

WHEREAS, both HEMSI and the City’s Fire and Rescue Department (HF&R) provide Emergency Medical Services (EMS) to the Huntsville Community and HEMSI provides transport services as needed in conjunction with other EMS services it provides; and

WHEREAS, HF&R is seeking licensure from the Alabama Department of Public Health as an Advanced Life Support Non-transport provider; and

WHEREAS, gaining the said licensure requires HF&R to have certain pharmaceuticals and other medical supplies available for EMS services; and

WHEREAS, HEMSI has the resources to provide HF&R with the needed pharmaceuticals and medical supplies; and

WHEREAS, HF&R has the skilled personnel and equipment necessary to provide advanced life support services at Technical Rescue and Hazardous Materials incidents;

NOW, THEREFORE, it is agreed and understood between the parties as follows:

2.0 AUTHORITY

Each of the parties to this Agreement covenants that it has full authority to enter into this Agreement.

3.0 SCOPE OF AGREEMENT

3.1 HF&R Responsibilities

HF&R shall provide Advanced Life Support Services at Technical Rescue and Hazardous Materials Incidents. HF&R shall further provide general advanced life support services to assist HEMSI on an as-needed basis within the City of Huntsville. For purposes of this MOU “Technical Rescue and Hazardous Materials Incidents” refers to incidents involving hazardous materials, and trench, confined space or high angle rough terrain rescues. “Advanced Life Support Services”, for the purposes of this MOU, are defined as administration of IV fluids, advanced airway management and pharmacology. The services provided by HF&R hereunder

President of the City Council
of the City of Huntsville, Alabama
Date: _____

are not exclusive but are to be provided in concert with advanced life support services provided by HEMSI under established protocols.

3.2 HEMSI Responsibilities

In support of HF&R's responsibility to provide Advanced Life Support Services at Technical Rescue and Hazardous Materials Incidents, HEMSI shall provide certain pharmaceuticals and other medical supplies to HF&R on an as-needed basis and in a manner mutually determined by the two agencies.

4.0 WAIVERS

4.1 General Waivers

Each party to this Agreement acknowledges that at all times it shall be liable for the performance, conduct and negligence of its own personnel (including employees and volunteers)

4.1 Hold Harmless

To the extent authorized by and subject to the limitations of Alabama State Law, each party to this Agreement agrees to hold the other party, its agents, officers, employees, volunteers, appointed and elected officials harmless from any and all claims, demands, lawsuits, defense costs, personal injury or property damage that may arise out of this Agreement and is due to the negligence of its own personnel."

4.2 Worker's Compensation.

Each party to this Agreement agrees to provide workers' compensation insurance coverage (either through an outside insurer or through self-insurance) to each of its employees responding under this agreement and recognizes that supervision of individual employees and volunteers will be provided by their regular supervisors.

5.0 REFUSALS TO PERFORM

Nothing in this Agreement shall be construed to prevent a party to whom a request for assistance is made from making an independent decision to respond or to refuse to respond when that is appropriate in its sole determination. In addition, any responding party may perform any specific task or refuse to perform any specific task when, in the sole determination of the responding party's supervisor, response or refusal to respond or performance of a specific task or refusal to perform that task, is consistent with applicable protocols governing the services provided by that party. Each party may appropriately consider the risk of danger to the responding party's employees, volunteers and/or equipment or any third party in making any such decision.

6.0 COMPENSATION

The parties agree that neither party to this agreement shall seek compensation from the other party for the assistance, pharmaceuticals or medical supplies provided.

7.0 TERMINATION

Any party hereto may terminate this Agreement at any time by giving thirty (30) days' notice of the intention to do so to the other party. Such notice shall be sent the following addresses:

City of Huntsville Fire and Rescue Department
815 Wheeler Avenue
Huntsville, AL 35801

HEMSI
Post Office Box 7108
Huntsville, AL 35807

8.0 SUCCESSORS IN INTEREST

The provisions of this Agreement shall be binding upon and inure to the benefit of all parties to the Agreement and any respective successors.

9.0 COMPLIANCE WITH GOVERNMENT REGULATIONS

Each party to this agreement agrees to comply with federal, state and local laws, codes, regulations, and ordinances applicable to the work performed under this Agreement.

9.1 Immigration Law Compliance Provision.

By signing this MOU, the parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

10.0 SEVERABILITY

If any provision of this Agreement is declared by a court having jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

11.0 AMENDMENTS

The terms and conditions of this Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written approval of the parties hereto.

15.0 GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama. Proper venue to enforce this agreement shall be in the Circuit Court of Madison County or the United States District Court for the Northern District of Alabama, Northeastern Division.

CITY OF HUNTSVILLE, ALABAMA

A municipal corporation

By: _____
Tommy Battle
Its: Mayor

ATTEST:

Charles E. Hagood
City Clerk Treasurer

HUNTSVILLE EMERGENCY MEDICAL SERVICES, INC.

By:  _____
Jon Howell
Its: Chief Executive Officer